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UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF CALIFORNIA

NORTHPEAK WIRELESS, LLC,  
  
Plaintiff,  
  
v.  
  
3COM CORPORATION, *et al*,  
  
Defendants.

Case No: 3:09-cv-00602-CRB

**JOINT CASE MANAGEMENT  
STATEMENT**

Judge: The Honorable Charles R. Breyer  
Courtroom 8, 19<sup>th</sup> Floor  
Hearing Date: May 29, 2009  
Time: 8:30 a.m.

Pursuant to Rule 26(f) of the Federal Rules of Civil Procedure and Civil Local Rules and Standing Order of the Northern District of California, Plaintiff NorthPeak Wireless, LLC (“NorthPeak”), Defendants<sup>1</sup>, and Intervenor Intel Corporation (“Intel”) hereby jointly submit this Joint Case Management Statement. The parties met and conferred on April 24, 2009, pursuant to Rule 26 of the Federal Rules of Civil Procedure and this Court’s standing orders.

## **I. JURISDICTION AND SERVICE**

NorthPeak has sued Defendants for patent infringement pursuant to 35 U.S.C. § 101, *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338. On January 21, 2009, the U.S. District Court for the Northern District of Alabama granted Defendants’ motion to transfer venue to the Northern District of California. Plaintiff NorthPeak opposed the motion to transfer and contends that NorthPeak is not subject to jurisdiction in California.

## **II. FACTS**

On October 1, 2008, NorthPeak sued Defendants in the Northern District of Alabama for allegedly infringing US Patent No. 4,977,577 (“‘577”) and US Patent No. 5,987,058 (“‘058”). Both the ‘577 and ‘058 patents are entitled “Wireless Alarm System.” NorthPeak asserts that the patents generally claim certain types of spread spectrum wireless transmitters and methods. Defendants and Intel disagree with this assertion. The ‘577 and ‘058 patents expired one month later, on November 2, 2008. Defendants allege that the patents are invalid and are unenforceable under the doctrines of inequitable conduct and/or unclean hands as a result of the conduct of the

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<sup>1</sup> “Defendants” refers to 3Com Corporation (“3Com”), ACER America Corporation (“Acer America”), ASUS Computer International (“ASUS”), Belkin International Inc. (“Belkin”), Buffalo Technology (USA), Inc. (“Buffalo”), Dell, Inc. (“Dell”), D-Link Systems, Inc. (“D-Link”), Epson America, Inc. (“Epson”), Fujitsu America, Inc. (“FAI”), Gateway, Inc. (“Gateway”), Hewlett-Packard Company (“HP”), IOGEAR, Inc. (“IOGEAR”), MSI Computer Corporation (“MSI”), NETGEAR, Inc. (“NETGEAR”), Rosewill Inc. (“Rosewill”), SanDisk Corporation (“SanDisk”), SMC Networks, Inc. (“SMC”), SonicWALL, Inc. (“SonicWALL”), Sony Electronics Inc. (“SEL”), Sony Computer Entertainment America Inc. (“SCEA”), Toshiba America Information Systems, Inc. (“TAIS”), Trendnet Systems, Inc. (“Trendnet”), Trendware International, Inc. (“Trendware”), U.S. Robotics Corporation (“U.S. Robotics”), ViewSonic Corporation (“ViewSonic”), WatchGuard Technologies, Inc. (“WatchGuard”), Zonet USA Corporation (“Zonet”), Zyxel Communications, Inc. (“Zyxel”).

1 inventors and the prior assignee of the patents – Axonn Corporation.

2 Following notices of non-opposition from NorthPeak and various Defendants, Intel was  
3 granted leave to intervene on March 27, 2009, and filed a complaint in intervention on April 1,  
4 2009, seeking a declaratory judgment that the ‘577 and ‘058 patents are invalid and that they are  
5 not infringed by its products. On April 24, 2009, NorthPeak counterclaimed against Intel for  
6 infringement of both patents.

### 7 **III. LEGAL ISSUES**

- 8 1. The construction of the claims of the ‘577 and ‘058 Patents.
- 9 2. The alleged infringement of the ‘577 patent by Defendants and Intel.
- 10 3. The alleged invalidity of the ‘577 patent.
- 11 4. The alleged infringement of the ‘058 patent by Defendants and Intel.
- 12 5. The alleged invalidity of the ‘058 patent.
- 13 6. The defenses and counterclaims asserted by Defendants.
- 14 7. The alleged unenforceability of the ‘577 and ‘058 patents.
- 15 8. Plaintiff’s claim for damages.

### 16 **IV. MOTIONS**

#### 17 **a. Prior Motions**

18 On December 5, 2008, Zonet, Trendnet, and Trendware filed motions to dismiss for lack  
19 of jurisdiction in the U.S. District Court for the Northern District of Alabama. Also on that day,  
20 Zyxel filed a motion to dismiss for lack of jurisdiction and improper venue pursuant to Fed. R.  
21 Civ. P. Rule 12(b)(2) and (3).

22 On December 16, 2008, twenty-six of the defendants jointly filed a motion to transfer  
23 venue from the Northern District of Alabama to the Northern District of California. On January  
24 20, 2009, Intel filed a motion to intervene in the present action.

25 On January 21, 2009, the U.S. District Court for the Northern District of Alabama issued  
26 an order that: (1) granted the defendants’ motion to transfer venue; (2) held that Zonet, Trendnet,  
27 Trendware, and Zyxel’s motions to dismiss were moot; and (3) ordered that the pending motion  
28 to intervene by Intel would be resolved in the Northern District of California.

1 On March 6, 2009, Intel filed a new motion to intervene with this Court. On March 27,  
2 2009, after NorthPeak and various Defendants filed notices of non-opposition to Intel's motion  
3 to intervene, this Court granted the motion.

4 On March 11, 2009, Defendants filed an Administrative Motion to relate the instant  
5 action with *LifePoint v. Cargill* (Case No. C-93-20352-JW). On March 13, 2009, the Honorable  
6 James Ware denied the motion.

#### 7 **b. Pending or Anticipated Motions**

8 No motions are pending. The parties anticipate a motion to re-align intervenor Intel as a  
9 Defendant in this case and claim construction briefing under the Patent Local Rules.

10 The parties anticipate that they may file motions seeking summary judgment on one or  
11 more aspects of the claims, counterclaims and defenses asserted in this litigation. For example,  
12 Plaintiff expects to file a motion for summary judgment on infringement and possibly validity,  
13 and Defendants anticipate filing a motion for summary judgment on one or more of their  
14 defenses, such as laches and/or compliance with 35 U.S.C. § 287. The parties also expect to file  
15 pre-trial motions, such as motions in limine, and may file discovery motions if the need arises.

#### 16 **V. AMENDMENT OF PLEADINGS**

17 Currently, this action is in the early stages of discovery, and therefore the parties are  
18 unable to determine the extent of any proposed amendments. The parties propose that any  
19 amendments to pleadings or parties take place by January 15, 2010.

#### 20 **VI. EVIDENCE PRESERVATION**

21 All parties have been advised by their counsel to preserve all relevant evidence, including  
22 electronically stored evidence, if any.

#### 23 **VII. DISCLOSURES**

24 On January 20, 2009, NorthPeak and Defendants timely served their initial disclosures.  
25 Pursuant to the Northern District of Alabama Civil Local Rules, the Initial Disclosures address  
26 the following: (1) a list of parties believed to have discoverable non-privileged personal  
27 knowledge concerning any significant factual legal issue raised in the pleadings; (2) that  
28 documents used by the disclosing party to support its case would be available for review; (3)

1 computation of damages; and (4) existence of insurance agreements under which insurer would  
2 be liable to satisfy judgment. Intel timely served its initial disclosures on May 8, 2009.

### 3 **VIII. DISCOVERY**

#### 4 **a. Discovery To Date**

5 On January 9, 2009, NorthPeak served document requests and interrogatories on all  
6 Defendants prior to the transfer of this case from the Northern District of Alabama to the  
7 Northern District of California. Following the transfer of this action and Intel's intervention in  
8 the case, NorthPeak subsequently served document requests and interrogatories on Intel, and has  
9 served several third-party subpoenas.

10 On March 20, 2009, Defendants served a set of common document requests and a set of  
11 common interrogatories on NorthPeak. Since that time, Defendants have served several third-  
12 party subpoenas. Fujitsu, Zonet, Trendware, SonicWALL, Intel and HP have served sets of  
13 individual interrogatories. Intel has also served document requests, and HP has served requests  
14 for admissions.

#### 15 **b. Discovery Limitations**

16 The parties have agreed on the following discovery limitations:

##### 17 **i. Interrogatories**

18 The Plaintiff may serve up to twenty five (25) interrogatories total on each Defendant and  
19 Intel. The Defendants may serve fifteen (15) common interrogatories on the Plaintiff and an  
20 additional ten (10) individual interrogatories may be served by each Defendant on the Plaintiff.  
21 Plaintiff asks that the Court impose the same limitations on Intel, which intervened after the  
22 original parties' agreement. Intel believes it is entitled to serve twenty-five (25) interrogatories  
23 on Plaintiff as provided in Fed. R. Civ. P. 33(a)(1).

##### 24 **ii. Request for Admissions**

25 Each party may serve up to fifty (50) requests for admissions on any other party, except  
26 that any party may issue an unlimited number of Requests for Admissions seeking authentication  
27 of documents.  
28

**iii. Depositions for Parties and Third-Parties**

The Plaintiff shall be entitled to take four hundred fifty (450) hours of deposition testimony total of parties and third-parties, exclusive of designated expert witnesses (but no more than 28 hours of depositions as to each Defendant and to Intel).

The Defendants and Intel shall be entitled to take a total of three hundred fifty (350) hours of deposition testimony total of parties and third-parties, exclusive of designated expert witnesses.

Absent agreement, no deposition of a fact witness under Fed. R. Civ. P. 30(b)(1) shall exceed 7 hours, except that an individual inventor may be deposed for up to [Plaintiff proposes 10 hours] [Defendants and Intel propose 14 hours].

The parties agree that additional deposition time will be permitted for experts whose reports are directed to more than one defendant or who submit more than one report. The parties shall meet and confer in good faith to agree on specific limitations on expert depositions upon service of the parties' respective expert reports.

**iv. Discoverability of Certain Expert Materials**

The parties agree that testifying experts' draft reports, notes, and outlines of draft reports shall not be subject to discovery in this case, nor shall any such drafts, notes or outlines of draft reports that the testifying expert prepared in other cases, be subject to discovery in this case.

The parties further agree that discovery of materials provided to a testifying expert and the expert's communications in connection with his or her role as a testifying expert in this litigation shall be limited to subject matter that is relevant to those materials, facts, consulting expert opinions, and other matters actually relied upon by the testifying expert in forming his or her final report, trial or deposition testimony, or any opinion in this case. Notwithstanding the foregoing, an expert who is also a fact witness may be subject to discovery concerning his or her relevant factual knowledge.

**v. Privilege Log**

The parties agree to log privileged and/or work product documents and to produce privilege logs no later than August 1, 2009. The parties further agree that privileged and/or work product documents created by any party after the filing of the Complaint do not need to be logged. Plaintiff proposes that privileged and/or work product documents that were created since January 1, 2008 as part of the pre-filing investigation of this infringement case also do not need to be logged. Defendants and Intel oppose this proposal.

**vi. Modification**

The above limitations may be modified by agreement of the parties or further Order of the Court.

**IX. CLASS ACTIONS.**

This is not a class action.

**X. RELATED CASES.**

On March 11, 2009, Defendants filed an Administrative Motion to relate the instant action with *LifePoint v. Cargill* (Case No. C-93-20352-JW). On March 13, 2009, the Honorable James Ware denied the motion. The parties are not aware of any other cases that might be considered to be “related” to the present action.

**XI. RELIEF**

NorthPeak seeks damages in an amount to be proven at trial for patent infringement, interest, attorneys’ fees, costs, and any other relief that the Court deems just and equitable. Defendants and Intel seek declarations of non-infringement and invalidity, as well as attorneys’ fees and costs.

**XII. SETTLEMENT AND ADR**

As required by ADR L.R. 3-5, counsel for the parties have discussed the available ADR options. The parties are willing to participate in some form of mediation after Defendants and Intel serve their joint invalidity contentions. The parties have agreed to discuss the format of the mediation in good faith at that time in an effort to conduct the mediation in a manner that is as efficient as possible.

**XIII. CONSENT TO MAGISTRATE FOR ALL PURPOSES**

The parties are now in agreement and respectfully request that this case proceed before the Hon. Charles R. Breyer.

**XIV. OTHER REFERENCES**

The parties do not believe that this suit is suitable for reference to binding arbitration or a special master.

**XV. NARROWING OF ISSUES**

The parties expect that the patent claim construction decision of disputed claim terms (pursuant to the process set out in the Patent Local Civil Rules) may help to narrow the issues in dispute.

**XVI. SCHEDULING ISSUES**

The parties propose the following schedule that goes through the claim construction hearing, pursuant to Patent Local Rule 4-6. The proposed schedule follows the deadlines set in the Patent Local Rules, except that the parties have agreed that the defendants and Intel shall have an additional thirty days to serve invalidity contentions and, in exchange, NorthPeak shall have one additional week to submit its claim construction reply brief (due to the Holidays) and the Defendants shall submit a joint set of invalidity contentions rather than individual contentions. Given the number of parties in the case and that the claim construction ruling may substantially impact the posture of the case, the parties propose that, when the court issues its claim construction ruling, it set a further Case Management Conference to establish the remaining schedule for this case, up to and including trial.

<b>Event</b>	<b>Date</b>
Case Management Conference	May 29, 2009
Infringement Contentions (Patent L. R. 3-1) due	June 12, 2009
Joint Invalidity Contentions (Patent L. R. 3-3 and agreement amongst parties) due	August 26, 2009



1	Proposed Terms for Construction (Patent L. R. 4-1) due	September 9, 2009
2		
3	Preliminary Claim Constructions (Patent L. R. 4-2) due	September 30, 2009
4		
5	Joint Claim Construction and claim construction expert reports (Patent L. R. 4-3) due	October 26, 2009
6		
7	L/D for discovery relating to Claim Construction (Patent L. R. 4-4)	November 25, 2009
8		
9	Opening Claim Construction Brief (in compliance with Patent L. R. 4-5(a)) due	December 9, 2009
10		
11	Opposing Claim Construction Brief(s) (in compliance with Patent L.R. 4-5(b)) due	December 23, 2009
12		
13	Reply Claim Construction Brief(s) (in compliance with Patent L.R. 4-5(c)) due	January 12, 2010
14		
15	Claim Construction Hearing (in compliance with Patent L. R. 4-6)	On or after January 26, 2010
16		

## 17

## 18 **XVII. TRIAL**

19 The parties request a jury trial and expect the trial to take approximately fifteen (15) to  
20 twenty (20) days.

## 21 **XVIII. DISCLOSURE OF NON-PARTY INTERESTED ENTITIES OR PERSONS**

22 Almost all parties have filed a Certification of Interested Entities or Persons. A  
23 Certification of Interested Entities or Persons from Defendant IOGEAR, Inc. is forthcoming.  
24 Exhibit A restates the contents of those certifications.

## 25 **XIX. REQUIREMENTS PER N.D. CAL PATENT LOCAL RULES**

26 As required by the Patent Local Rules, the parties discussed each of the topics listed in  
27 Patent Local Rule 2-1 during their meet and confer. In regards to scheduling and the claim  
28 construction hearing, the parties believe it is too early to propose a format for the hearing given

1 the number of potential claims at issue. The parties propose submitting a proposed format for  
 2 the hearing as part of the Joint Claim Construction and Prehearing Statement that they submit  
 3 pursuant to Patent Local Rule 4-3.

4 In regard to educating the court on the technology at issue, the parties propose a half-day  
 5 technology tutorial during the week of the Markman hearing.

6 **XX. MISCELLANEOUS TOPICS**

7 **a. Service of Discovery**

8 The parties agree to electronic e-mail service of all discovery requests and responses to  
 9 discovery requests pursuant to Fed. R. Civ. P. 5 and 6.

10 DATED: May 22, 2009

11  
 12  
 13 By: \_\_\_\_\_/s/\_\_\_\_\_

14 John C. Herman  
 15 Ryan K. Walsh (*Pro Hac Vice*)  
 16 COUGHLIN STOIA GELLER RUDMAN &  
 17 ROBBINS LLP  
 18 3242 Peachtree Road, N.E.  
 19 Monarch Centre, Suite 1650  
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 jherman@csgrr.com  
 rwalsh@csgrr.com

21 *Attorneys for Plaintiff NorthPeak Wireless, LLC*

1 DATED: May 22, 2009

2  
3 By: \_\_\_\_\_/s/

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10 Tel: (925)-627-4250  
11 Fax: (925)-403-0900

12 *Attorneys for Defendant 3Com Corporation, and*  
13 *SMC Networks, Inc.*

14 DATED: May 22, 2009

15 By: \_\_\_\_\_/s/

16  
17 Chad S. Campbell (#258723)  
18 Timothy J. Franks (#197645)  
19 **PERKINS COIE BROWN & BAIN P.A.**  
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22 *Attorneys for Intel Corporation*

23 DATED: May 22, 2009

24 By: \_\_\_\_\_/s/

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SanDisk Corporation*

17 DATED: May 22, 2009

18 By: \_\_\_\_\_/s/

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23 Karl J. Kramer  
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*Attorneys for SonicWALL, Inc.*

1 DATED: May 22, 2009

2 By: \_\_\_\_\_/s/

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*Attorneys for Fujitsu America, Inc.*

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*Attorneys for Epson America, Inc.*

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17 By: \_\_\_\_\_/s/

18 David J. Levy  
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*Attorneys for Defendants Hewlett-Packard  
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1 DATED: May 22, 2009

2 By: \_\_\_\_\_/s/

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*Attorneys for Rosewill, Inc. and ViewSonic Corporation*

8 DATED: May 22, 2009

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*Attorneys for D-Link Systems, Inc. and Zyxel Communications, Inc.*

15 DATED: May 22, 2009

16 By: \_\_\_\_\_/s/

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*Attorneys for MSI Computer Corporation*

1 DATED: May 22, 2009

2 By: \_\_\_\_\_/s/

3 Ming-Tao Yang (CA SB 221295)  
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*Attorneys for IOGEAR, Inc.*

8 DATED: May 22, 2009

9 By: \_\_\_\_\_/s/

10 James A. DiBoise  
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*Attorneys for NETGEAR, Inc.*

19 DATED: May 22, 2009

20 By: \_\_\_\_\_/s/

21 William B. Dyer III  
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23 Roger Dale Taylor  
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Computer Entertainment America Inc.*

1 DATED: May 22, 2009

2 By: \_\_\_\_\_/s/  
3 Kai Tseng  
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13 *Attorneys for Acer America Corp., Gateway, Inc.,*  
14 *and WatchGuard Technologies, Inc.*

15 DATED: May 22, 2009

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24 *Attorneys for Buffalo Technology (USA), Inc.*

25 DATED: May 22, 2009

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*Attorneys for U.S. Robotics Corporation*



1 DATED: May 22, 2009

2  
3 By: \_\_\_\_\_/s/\_\_\_\_\_

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9  
10 *Attorneys for Toshiba America Information*  
11 *Systems, Inc.*  
12  
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1 DATED: May 22, 2009

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*Attorneys for Dell, Inc.*

1 DATED: May 22, 2009

2 By: \_\_\_\_\_/s/

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10 *Attorneys for Trendnet Systems, Inc., Trendware*  
11 *International, Inc., and Zonet USA Corporation*  
12  
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**Exhibit A**

Pursuant to the Standing Order for All Judges of the Northern District of California –  
Contents of Joint Case Management Statement, below are the contents of the Certification of  
Interested Entities or Persons by each party that filed such Certification.

**Plaintiff NorthPeak Wireless, LLC:**

Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons,  
associations of persons, firms, partnerships, corporations (including parent corporations) or other  
entities (i) may have a financial interest in the subject matter in controversy or in a party to the  
proceeding, or (ii) may have a non-financial interest in that subject matter or in a party that could  
be substantially affected by the outcome of this proceeding:

Monica R. Campuzano  
Marlene J. Colgan  
Elizabeth S. Corcoran  
Robert J. Davis  
Katherine J. Dixon  
David P. Dunbar  
Miriam G. Hill  
Gerard J. Hill  
Mohamad Motahari  
Marc L. Reed  
Robert E. Rouquette  
Stephen N. Fant  
Kevin M. Logan  
Dale E. Reiser  
Danny W. Spencer  
Insa C. Sutherland  
Ann L. Davis  
David Biggs  
Micah J. Wilson  
Walter J. Woodruff  
Ahmad H. Abdelmajid  
David P. Alley  
Michael R. Brown  
Raymond A. Conigliaro  
Margaret E. Guarisco  
Charles A. Hwang  
Bridgette L. Johnson  
Ramona G. McCain  
Joseph C. MacKenzie

Kevin S. Olree  
Scott K. Quillin  
Raymond J. Weindel  
Jeffrey E. Clements  
Tolton T. Connor, Jr.  
Josephine K. Labruzzo  
Vincent J. Impastato  
Henry D. Carle  
John H. Fox  
Kraig W. Hallgarth  
Donald Hyde  
John R. Souvestre  
Mark Krasselt  
Martin C. Poppe  
Michael L. Eckstein  
Michael Magee  
Terrence F. Hock  
Oneil J. Williams, Jr.  
Alex K. Wong  
Steve Peterson  
Kruno Huitzingh  
Sanconix, Inc.  
Jeno F. & Monica E. Kalozdi  
Thomas B. Hoyt  
HSB Engineering Finance Corp.  
Industrial Technology Ventures, LP  
Cordova Intellimedia Ventures, LP  
Vencap Opportunities Fund  
Koerner Capital, LLC  
Neal M. Allen  
Mark A. Cox  
H. Britton Sanderford  
Donald B. Sallee  
Lydia Stark Trustee  
John J. Driscoll  
Renaldo Turnbull  
Gary P. Arnold  
Louisiana Economic Development Corp.  
Odlan Holding, LLC  
Robert Dupuis  
Stonebridge Advisors, LLC

**Defendant 3Com Corporation:**

Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other

1 entities (i) have a financial interest in the subject matter in controversy or in a party to the  
 2 proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be  
 3 substantially affected by the outcome of this proceeding:

4  
 5 Intel Corporation: Defendant and Counterclaimant 3Com Corporation is aware that Intel  
 6 Corporation filed a motion to intervene in this action in part due to indemnification  
 7 agreements between Intel Corporation and other defendants in this action.

8  
 9 **Defendant SMC Networks, Inc:**

10 Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons,  
 11 associations of persons, firms, partnerships, corporations (including parent corporations) or other  
 12 entities (i) have a financial interest in the subject matter in controversy or in a party to the  
 13 proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be  
 14 substantially affected by the outcome of this proceeding:

- 15 • Global Business Investments Corporation: Defendant and Counterclaimant SMC  
 16 Networks, Inc. ("SMC") is a wholly owned subsidiary of parent corporation Global  
 17 Business Investments Corporation.
- 18 • Intel Corporation: SMC is aware that Intel Corporation filed a motion to intervene in  
 19 this action in part due to indemnification agreements between Intel Corporation and other  
 20 defendants in this action.

21  
 22 **Defendant ASUS Computer International:**

23 Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons,  
 24 associations of persons, firms, partnerships, corporations (including parent corporations) or other  
 25 entities (i) have a financial interest in the subject matter in controversy or in a party to the  
 26 proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be  
 27 substantially affected by the outcome of this proceeding:

- 28 • ASUSTek Computer Inc: Defendant and Counterclaimant ASUS Computer International

1 (“ASUS”) is wholly owned by ASUSTek Computer, Inc.

- 2 • Intel Corporation: Intel Corporation has sought to intervene in this case, and pursuant to  
3 an indemnification agreement, may be liable for all or part of any judgment against  
4 ASUS and/or other certain defendants in this action who have indemnification  
5 agreements with Intel Corporation.

6  
7 **Defendant Epson America, Inc:**

8 Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons,  
9 associations of persons, firms, partnerships, corporations (including parent corporations) or other  
10 entities (i) have a financial interest in the subject matter in controversy or in a party to the  
11 proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be  
12 substantially affected by the outcome of this proceeding:

13 U.S. Epson, Inc.: Defendant and counterclaimant Epson America, Inc. (“Epson”) is  
14 one hundred percent owned by U.S. Epson, Inc.

15 Seiko Epson Corporation: U.S. Epson, Inc. is one hundred percent owned by Seiko  
16 Epson Corporation, which is a publicly-held Japan corporation.

17 **Defendant Fujitsu America, Inc.:**

18 Pursuant to Federal Rule of Civil Procedure 7.1, Defendant and Counterclaimant Fujitsu  
19 America, Inc. (“Fujitsu”), by its undersigned counsel, discloses that it is a wholly-owned  
20 subsidiary of Fujitsu North America Holdings Inc., a Delaware corporation, which in turn is a  
21 wholly-owned subsidiary of Fujitsu Limited.

22 Fujitsu further discloses that the following parent, subsidiary, or affiliate entities have  
23 issued stock or debt securities: Fujitsu Limited, a Japanese corporation, has issued shares and/or  
24 debt securities.

25 Pursuant to Civil L.R. 3-16, Fujitsu certifies that the following listed persons,  
26 associations of persons, firms, partnerships, corporations (including parent corporations) or other  
27 entities (i) have a financial interest in the subject matter in controversy or in a party to the  
28 proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be

1 substantially affected by the outcome of this proceeding:

2 Fujitsu North America Holdings, Inc.;

3 Fujitsu Limited;

4 Intel Corporation, which has intervened in this case and may be liable for all or part of  
5 any judgment against Fujitsu, pursuant to an indemnification agreement; and

6 Atheros Communications, Inc., which may be liable for all or part of any judgment  
7 against Fujitsu pursuant to an indemnification agreement.

8  
9 **Defendant SonicWALL, Inc.:**

10 Pursuant to Civil L.R. 3-16, Defendant and Counterclaimant SonicWALL, Inc.  
11 (“SonicWALL”) certifies that the following listed persons, associations of persons, firms,  
12 partnerships, corporations (including parent corporations) or other entities (i) have a financial  
13 interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-  
14 financial interest in that subject matter or in a party that could be substantially affected by the  
15 outcome of this proceeding: BlackRock, Inc. (including subsidiaries BlackRock Advisors LLC,  
16 BlackRock Advisors LLC, BlackRock Asset Management U.K. Limited, BlackRock Capital  
17 Management, Inc., BlackRock Investment Management, LLC, BlackRock Japan Co. Ltd, State  
18 Street Research & Management Co.).

19 Pursuant to Federal Rule of Civil Procedure 7.1, SonicWALL certifies that, based on  
20 filings with the United States Securities and Exchange Commission, BlackRock, Inc. (on behalf  
21 of its subsidiaries) has reported owning ten percent or more of SonicWALL’s stock.

22  
23 **Defendant Trendnet Systems, Inc.:**

24 Pursuant to Civil Local Rule 3-16, the undersigned certifies that the following listed  
25 persons, associations of persons, firms, partnerships, corporations (including parent corporations)  
26 or other entities (i) have a financial interest in the subject matter in controversy or in a party to  
27 the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could  
28 be substantially affected by the outcome of this proceeding:



\* Trendnet Systems, Inc.

\* Atheros Corporation: Trendnet is aware that Atheros supplied some of the chipset that may contained accused instruments and thus is subject to some indemnification obligation.

**Defendant Trendware International, Inc.**

Pursuant to Civil Local Rule 3-16, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

\* Trendware International, Inc.

\* Atheros Corporation: Trendware is aware that Atheros supplied some of the chipset that may contained accused instruments and thus is subject to some indemnification obligation.

**Defendant Zonet USA, Corp.:**

Pursuant to Civil Local Rule 3-16, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

\* Zonet USA Corp.

\* Atheros Corporation: Zonet is aware that Atheros supplied some of the chipset that may contained accused instruments and thus is subject to some indemnification obligation.

**Defendant SanDisk Corporation:**

Pursuant to Federal Rule of Civil Procedure 7.1, Defendant and Counterclaimant SanDisk Corporation. ("SanDisk"), by its undersigned counsel, discloses that it does not have a parent corporation and no publicly held corporation owns ten percent or more of its stock.

Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons, association of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter in controversy or in a party that could be substantially affected by the outcome of the proceeding:

Intel Corporation: Defendant and Counterclaimant SanDisk Corporation is aware that Intel Corporation filed a motion to intervene in this action in part due to indemnification agreements between Intel Corporation and other defendants in this action.

**Defendant Toshiba America Information Systems, Inc.:**

Pursuant to Fed. R. Civ. P. 7.1, Defendant and Counter-claimant Toshiba America Information Systems, Inc. discloses that it is a wholly owned subsidiary of Toshiba America, Inc., which the holding company for a group of technology companies that, among other things, manufacture and market a range of electronic devices. Toshiba America, Inc. is a wholly owned subsidiary of Toshiba Corp. Toshiba Corp. is a publicly held company duly incorporated under the Commercial Code of Japan.

Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

Toshiba America, Inc.

Toshiba Corp.

Intel Corporation: Defendant and Counter-claimant Toshiba America Information

Systems, Inc. is aware that Intel Corporation filed a motion to intervene in this action in part due to indemnification agreements between Intel Corporation and certain defendants in this action.

1 **Defendant MSI Computer Corp.:**

2 Pursuant to Civil L.R. 3-16, Defendant and Counterclaimant MSI Computer Corp.  
3 (“MSI”) certifies that the following listed persons, associations of persons, firms, partnerships,  
4 corporations (including parent corporations) or other entities (i) have a financial interest in the  
5 subject matter in controversy or in a party to the proceeding, or (ii) have a nonfinancial interest  
6 in that subject matter or in a party that could be substantially affected by the outcome of this  
7 proceeding: Micro-Star International Co., Ltd.

8 Pursuant to Federal Rule of Civil Procedure 7.1, MSI is wholly owned by Micro-Star  
9 International Co., Ltd.

10  
11 **Defendant Hewlett-Packard Company:**

12 Pursuant to Rule 7.1 of the Federal Rules of Civil Procedure, the undersigned states that  
13 Hewlett-Packard Company does not have a parent corporation and there is no publicly held  
14 corporation that owns 10% or more of its stock.

15 Pursuant to Civil L.R. 3-16, the undersigned, counsel of record for Hewlett-Packard  
16 Company, hereby certifies that as of this date, other than the named parties, there is no such  
17 interest to report.  
18

19 **Defendant ZyXEL Communications, Inc.:**

20 Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons,  
21 associations of persons, firms, partnerships, corporations (including parent corporations) or other  
22 entities (i) have a financial interest in the subject matter in controversy or in a party to the  
23 proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be  
24 substantially affected by the outcome of this proceeding:

25 \* ZyXEL Communications Corporation: Defendant ZyXEL Communications, Inc.

26 (“ZyXEL”) is a wholly owned subsidiary of parent corporation ZyXEL Communications  
27 Corporation, a public company in Taiwan.

28 \* Intel Corporation: ZyXEL is aware that Intel Corporation filed a motion to intervene in this

1 action in part due to indemnification agreements between Intel Corporation and other defendants  
2 in this action.

3  
4 **Defendant D-Link Systems:**

5 Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons,  
6 associations of persons, firms, partnerships, corporations (including parent corporations) or other  
7 entities (i) have a financial interest in the subject matter in controversy or in a party to the  
8 proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be  
9 substantially affected by the outcome of this proceeding:

10  
11 \* D-Link Corporation: Defendant and Counterclaimant D-Link Systems, Inc.

12 is a subsidiary of parent corporation D-Link Corporation, a public company in Taiwan.

13  
14 \* Atheros Communications, Inc., which may be liable for all or part of any judgment against D-  
15 Link Systems, Inc. pursuant to an indemnification agreement.

16  
17 \* Marvell Asia Pte, Ltd., which may be liable for all or part of any judgment against D-Link  
18 Systems, Inc. pursuant to an indemnification agreement.

19  
20 \* Intel Corporation: D-Link Systems, Inc. is aware that Intel Corporation filed a motion to  
21 intervene in this action in part due to indemnification agreements between Intel Corporation and  
22 other defendants in this action.

23  
24 **Defendant Dell, Inc.:**

25 Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons,  
26 associations of persons, firms, partnerships, corporations (including parent corporations) or other  
27 entities (i) have a financial interest in the subject matter in controversy or in a party to the  
28 proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be

1 substantially affected by the outcome of this proceeding:  
2

3 Intel Corporation – has sought to intervene in this case and may be liable for all or part of  
4 any judgment against Dell, Inc. pursuant to an indemnification agreement;  
5

6 Broadcom Corporation – may be liable for all or part of any judgment against Dell, Inc.  
7 pursuant to an indemnification agreement.  
8

9 **Defendant WatchGuard Technologies, Inc.:**

10 Pursuant to Civil Local Rule 3-16, Defendant and Counterclaimant WatchGuard  
11 Technologies, Inc., through its counsel of record, certifies that as of this date, other than the  
12 named parties, there is no such interest to report.  
13  
14  
15

16 **Defendant Gateway, Inc.:**

17 Pursuant to Civil Local Rule 3-16, Defendant and Counterclaimant Gateway, Inc.,  
18 through its counsel of record, certifies that other than the parties named in the action, the  
19 following listed persons, associations of persons, firms, partnerships, corporations (including  
20 parent corporations) or other entities (i) have a financial interest in the subject matter in  
21 controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject  
22 matter or in a party that could be substantially affected by the outcome of this proceeding:  
23

24 Acer Inc.  
25

26 **Defendant Acer America Corp.:**

27 Pursuant to Civil Local Rule 3-16, Defendant and Counterclaimant Acer America  
28 Corp., through its counsel of record, certifies that other than the parties named in the action, the  
following listed persons, associations of persons, firms, partnerships, corporations (including

parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

Acer Inc.

**Defendant Sony Electronics Inc.:**

Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

Sony Corporation

Sony Corporation of America

Sony Computer Entertainment Inc.

Intel Corporation: Defendants Sony Electronics Inc. and Sony Computer Entertainment America Inc. are aware that Intel Corporation filed a motion to intervene in this action in part due to indemnification agreements between Intel Corporation and other defendants in this action.

**Defendant Sony Computer Entertainment America Inc.:**

Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

Sony Corporation

Sony Corporation of America

Sony Computer Entertainment Inc.

Intel Corporation: Defendants Sony Electronics Inc. and Sony Computer

Entertainment America Inc. are aware that Intel Corporation filed a motion to intervene in this action in part due to indemnification agreements between Intel Corporation and other defendants in this action.

**Defendant Belkin International, Inc.:**

Pursuant to Federal Rule of Civil Procedure 7.1, Defendant and Counterclaimant Belkin International, Inc. (“Belkin”), by its undersigned counsel, discloses that it does not have a parent corporation and no publicly held corporation owns ten percent or more of its stock.

Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons, association of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter in controversy or in a party that could be substantially affected by the outcome of the proceeding:

Intel Corporation: Defendant and Counterclaimant Belkin International, Inc. is aware that Intel Corporation filed a motion to intervene in this action in part due to indemnification agreements between Intel Corporation and other defendants in this action.

**Defendant NETGEAR, Inc.:**

Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

- Atheros Communications, Inc., which may be liable for all or part of any judgment against NETGEAR, Inc., pursuant to an indemnification agreement.
- Cameo Communications Corporation, which may be liable for all or part of any judgment against NETGEAR, Inc., pursuant to an indemnification agreement.
- Delta Networks, Inc., which may be liable for all or part of any judgment against

1 NETGEAR, Inc., pursuant to an indemnification agreement.

2 • Gemtek Technology Company, Ltd., which may be liable for all or part of any judgment  
3 against NETGEAR, Inc., pursuant to an indemnification agreement.

4 • Hon Hai Precision Industry Company, Ltd., which may be liable for all or part of any  
5 judgment against NETGEAR, Inc., pursuant to an indemnification agreement.

6 • Ruckuss Wireless, Inc., which may be liable for all or part of any judgment against  
7 NETGEAR, Inc., pursuant to an indemnification agreement.

8 • Sercomm Corporation, which may be liable for all or part of any judgment against  
9 NETGEAR, Inc., pursuant to an indemnification agreement.

10 • Unihan Corporation, which may be liable for all or part of any judgment against  
11 NETGEAR, Inc., pursuant to an indemnification agreement.

12  
13 **Intervenor Intel Corporation:**

14 Pursuant to Fed. R. Civ. P. 7.1, Intel Corporation states that it does not have a parent  
15 corporation and no publicly held corporation owns 10% or more of its stock.

16 Pursuant to Civil L.R. 3-16, the undersigned certifies that as of this date, other than the  
17 named parties, there is no such interest to report.

18  
19 **Defendant Buffalo Technology (USA), Inc.:**

20 Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons,  
21 associations of persons, firms, partnerships, corporations (including parent corporations) or other  
22 entities (i) have a financial interest in the subject matter in controversy or in a party to the  
23 proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be  
24 substantially affected by the outcome of this proceeding:

25 Melco Holdings Inc., a Japanese Corporation, is the parent company of Buffalo  
26 Technology (USA), Inc.

27 Buffalo Inc., a Japanese Corporation, is an affiliate of Buffalo Technology (USA), Inc.  
28



**Defendant Rosewill Inc.:**

Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

- Magnell Associate, Inc.
- Justec International Technology Inc.
- Senao Networks, Inc.
- Loopcomm Technology

**Defendant ViewSonic Corporation:**

Pursuant to Civil L.R. 3-16, the undersigned hereby certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding, or (ii) have a non-financial interest in that subject matter or in a party that could be substantially affected by the outcome of this proceeding:

- Tatung Company, which may be liable for all or part of any judgment against ViewSonic Corp., pursuant to an indemnification agreement.
- Uniwell Electronic, Ltd., which may be liable for all or part of any judgment against ViewSonic Corp., pursuant to an indemnification agreement.
- Universal Scientific Industrial Co. Ltd., which may be liable for all or part of any judgment against ViewSonic Corp., pursuant to an indemnification agreement.
- AirVast Technology, Inc., which may be liable for all or part of any judgment against ViewSonic Corp., pursuant to an indemnification agreement.
- Gemtek Technology Company, Ltd., which may be liable for all or part of any judgment against ViewSonic Corp., pursuant to an indemnification agreement.
- Alpha Networks, Inc., which may be liable for all or part of any judgment against ViewSonic Corp., pursuant to an indemnification agreement.

**Defendant US Robotics Corporation:**

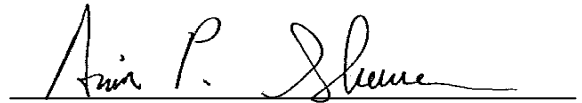
Pursuant to Civil L.R. 3-16, the undersigned certifies that the following listed persons, associations of persons, firms, partnerships, corporations (including parent corporations) or other entities (i) have a financial interest in the subject matter in controversy or in a party to the proceeding or (ii) have a non-financial interest in that subject matter of in a party that could be substantially affected by the outcome of this proceeding:

1. Rockstar Holding Corporation has a financial interest in defendant and counterclaimant U.S. Robotics Corporation.
2. Ms. Eva Kalawski has a financial interest in defendant and counterclaimant U.S. Robotics Corporation.
3. Platinum Equity LLC and its related wholly-controlled management entities have a financial interest in defendant and counterclaimant U.S. Robotics Corporation.
4. There is no other financial or non-financial interest to report.

**Consent to Filing Pursuant to General Order 45(X)**

I, Avin P. Sharma, hereby attest that written concurrence in the filing of the **Joint Case Management Statement** has been obtained from each of the parties listed in the signature block of the Joint Case Management Statement.

Dated: May 22, 2009

A handwritten signature in cursive script, appearing to read "Avin P. Sharma", is written over a horizontal line.

Avin P. Sharma

**CERTIFICATE OF SERVICE**

***NorthPeak Wireless, LLC v. 3Com Corp., et al.***  
**U.S. District Court, Northern District of California, Case No. 3:09-CV-00602-CRB**

I hereby certify that on May 22, 2009, I electronically filed the foregoing with the Clerk of the Court using the CM/ECF system, which will automatically send e-mail notification of such filing to all counsel who have entered an appearance in this action.

/s/ Avin P. Sharma

Avin P. Sharma

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